



PUBLIC COMMENT SESSION SIGN IN SHEET

OCONEE COUNTY COUNCIL MEETING

Thursday, February 2, 2010

7:00 PM

Oconee County Administrative Offices
415 South Pine Street, Walhalla, SC

Limited to forty [40] minutes, four [4] minutes per person.
Comments MUST be related to a specific agenda item
slated for action at the meeting.

PLEASE PRINT

	FULL NAME	AGENDA ITEM FOR DISCUSSION
1		
2		
3		
4		
5		
6		
7	✓ Jimmy Franklin (speedway promoter)	
8		
9		
10		
11		
12	✓ B. Horne	219
13		
14	✓ B. J. Kitter	Public Input
15		

Target Industry Study



Upstate Alliance
COMMUNITY DEVELOPMENT

www.upstatemaway.com

About the Study Objectives

- To create a highly targeted marketing strategy
- Granular examination of prospective targets
- Identify specific target niches for regional marketing
- Create a focused plan of work for 2013-2015.

www.upstatemaway.com



Upstate Alliance
COMMUNITY DEVELOPMENT

About the Study: Outcomes

- Build and increase awareness of the Upstate in minds of target industries
- Enhance local collaboration and involvement in the marketing and economic development process
- More prospect activity, investment, jobs and higher wages
- An environment that will foster existing industry and entrepreneurial growth

localblowaway.com

Upstate Local Group

Collaboration

- Region wide participation
- 200+ individuals and organizations

localblowaway.com

Upstate Local Group

Target Industry Study
Phase 1: Targeting



Collaboration Regional Leaders:

- Advanced Materials Industry Leaders
- Automotive Industry Leaders
- BMW
- CU Advanced Materials
- CU Computational Center for Mobile Systems
- CU Department of Aerospace Engineering
- CU Department of Business & Information Science
- CU-EDR
- CU Research Foundation
- Energy Industry Leaders
- General Electric
- Healthcare Industry Leaders
- Medical Device Industry Leaders
- Siemens
- Siemens Industry - Turbine Compressor Division
- South Carolina Composites Cluster
- South Carolina Engineering Cluster
- South Carolina Aerospace Cluster
- South Carolina Power Team
- South Carolina Textiles Cluster
- Siemens Industry
- South Carolina Technical College



Asset Mapping

Determine the Strengths & Weaknesses of the Upstate

Focus on those areas that are relevant to supporting target industry identification and ultimately recruitment

Four major categories

- Industrial Base
- Infrastructure
- Human Resources
- Quality of Life

Asset Mapping



UpstateBlow.com

UpstateBlow.com

Asset Mapping

Determine the Strengths & Weaknesses of the Upstate

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Four major categories

- Industrial Base
- Infrastructure
- Human Resources
- Quality of Life

UpstateBlow.com

UpstateBlow.com

Target Industry Study
Phase 2: Strategy



Lead from away.com

Strategy Context

McCallum Sweeney Perspective

Regional Strengths

- Target industry capacity & resources
- Market timing

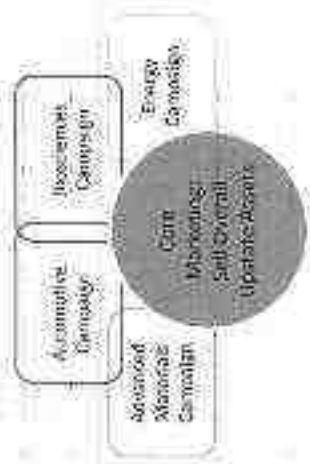
Opportunities

- Private sector involvement
- Wisconsin involvement
- Product development
- Update SC Alliance resources

Lead from away.com

Upstate Alliance

Strategy: Doze + Targeted Campaigns



www.knowltonagency.com

Updewilts.com

Strategy: 2 Parallel Target Campaigns

- 8) Target Inquiry Tools
- Specific list and map
 - Company database
 - Media database
 - Dedicated web pages
 - Microsites
 - Targeting email/website
 - Top 10 list



www.knowltonagency.com

Updewilts.com

Target Campaign Example: Advanced Materials

Niches:

- Optoelectronics/Photonic
Carbon fibers
Optoelectrics
LED lighting
PVs
- Military applications
Framing extrusion
Injection molding
Fiber reinforced
- Metals
• Application of titanium
- Fabric/Fiber



Target HQ operations unable to offshore due to security reasons

Lead from a way.com

Lead from a way.com

Strategy: Implementation Timing

	Immediate	Mid-term	Long-term
Advanced Materials	Smart Design? Innovation	Advanced Plastics	
Automotive	Operations	Advanced Polymers	
BioScience	Automotive Suppliers Including Power Tools	Network Vehicle	South America
Energy	Vehicle Services	Digital Tools and Customer Data	Renewables
	Energy Systems Solutions		Nuclear Composites
	Renewable Composites		

Lead from a way.com

Lead from a way.com

Strategy: Resource Requirements

Comparison Regional Organizations

- Orlando \$6.4m
- Richmond \$3.4m
- Charlotte \$2m
- Nashville \$3m+
- Piedmont Triad \$2.5m+
- Charleston \$2m
- Birmingham \$2m

Conclusion

When Upstate SC Alliance fully funds the campaign
...and fully staffs the campaign ...

We will more than triple the number of prospects
from 40 per year to 120 per year by 2015

Thank you



Upside Alliance
SOUTH CAROLINA

www.upsidealliance.com



**PUBLIC HEARING
SIGN IN SHEET
OCONEE COUNTY COUNCIL MEETING
DATE: February 2, 2010 7:00 p.m.**

Ordinance 2009-28 "AN ORDINANCE TO AMEND ARTICLE II (NOISE) OF CHAPTER 12 OF THE OCONEE COUNTY CODE OF ORDINANCES IN CERTAIN LIMITED PARTICULARS, ONLY; AND OTHER MATTERS RELATED THERETO."

Public comment will be limited to four minutes per person.

Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.

Please PRINT your name

X1. Jimmy Franklin
(speedway promoter)

2. ~~John Atkins~~

X3. Tracey Holbrook

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STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE NO. 2009-28

AN ORDINANCE TO AMEND ARTICLE II (NOISE) OF CHAPTER 12 OF THE OCONEE COUNTY CODE OF ORDINANCES IN CERTAIN LIMITED PARTICULARS, ONLY; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"), acting by and through the Oconee County Council (the "County Council"), has heretofore, on June 16, 1998, adopted its Ordinance 98-2, the "Oconee County Noise Control Ordinance"; and,

WHEREAS, Oconee County Ordinance 98-2 has since been codified as Article II (Noise) of Chapter 12 of the Oconee County Code of Ordinances, and is currently in effect as such; and

WHEREAS, Oconee County Council has found, and hereby finds, that the reasonable control of excessive noise is an integral aspect of quality of life for the citizens of Oconee County; that reasonable balances have to be weighed and made between typical outdoor pursuits which provide for the entertainment and recreation of some of the people of Oconee County, and reasonable control of noise which, if left unabated, might deteriorate the quality of life for other Oconee County citizens; that at least one (1) day of relief by immediate neighbors from extremely noisy but otherwise lawful activity out of every seven (7) days of such activity is a reasonable requirement; that Sunday is the traditional day of rest for most Oconee County businesses which recognize such a day; that night time is the traditional "quiet time" in most neighborhoods; and, that reasonable accommodations can be made which allow for enjoyment of life and quality of life by both groups, those enjoying noisier pursuits and those seeking at least some relief from such noise; and

WHEREAS, Oconee County Council desires to adjust, modify, and amend Article II of the Chapter 12 of the Oconee County Code of Ordinances, in certain limited particulars only, in order to provide for the maximum quality of life of both groups mentioned in the preceding paragraphs;

NOW, THEREFORE, it is hereby ordained by Oconee County Council, in meeting duly assembled, that:

1. Section 12-33, Enumeration of specific nuisances, of the Oconee County Code of Ordinances is hereby amended by adding a new subsection (10) to read as follows: "(10) *Automobile Racetracks*. The operation of any automobile for racing, and the operation of any facility for the conduct of automobile racing, which substantially interferes with the comfortable enjoyment of private homes by persons of ordinary sensibilities in the immediate vicinity thereof."
2. Section 12-34, Exceptions, of the Oconee County Code of Ordinances is hereby amended by adding a new subsection (c), to read as follows, and renumbering all subsections of Section 12-34, thereafter: "(c) Additionally, this article does not apply to any racing automobile equipped with and using a certified automotive racing muffler system, or to any automobile racing facility, at which all participating automobiles are using such a certified automotive racing muffler system, all between the hours of 10:00 a.m. and 11:30 p.m. local time, Monday through Saturday only." Additionally, subsection (e) (currently subsection (d)) of such Section 12-34 is hereby amended by adding the following sentence at the

end of such subsection: "This exception shall not apply to the nuisance described in Section 12-33(10), which has its own exception, herein "

3. Subsection (a) of Section 12-35 of the Oconee County Code of Ordinances is hereby amended by revising subsection (3) thereof, to read as follows: "(2) Issue a courtesy summons or other properly authorized citation device, for the offender to appear in Magistrate Court."
4. Section 12-36. Penalties for violation of article. of the Oconee County Code of Ordinances is hereby amended to read: "Section 12-36. Penalties for violation of article. Any person violating any provision of this article shall be deemed guilty of a misdemeanor and shall for every offense be punished in accordance with Section 1-7. Each day on which there is a violation of this article, or every separate and distinct event, heat, race, vehicle, or activity, in the case of 12-33(10), shall constitute a separate and distinct violation and offense under this article."
5. Should any portion of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this ordinance, all of which are hereby deemed separable.
6. All other sections, terms, conditions, and provisions of the Oconee County Code of Ordinances not affected, directly or indirectly, hereby, shall remain in full force and effect.
7. All orders, resolutions and enactments of Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked and rescinded.
8. This ordinance shall take effect and be in full force and effect from and after third reading and enactment by Oconee County Council.

OCONEE COUNTY, SOUTH CAROLINA

Reginald T. Dexter, Council Chairman
Oconee County, South Carolina

Attest:

Elizabeth G. Hulse
Clerk to Council

First Reading:	December 15, 2009
Second Reading:	January 19, 2010
Public Hearing:	February 3, 2010
Third & Final Reading:	February 3, 2010

Ref: Luther Land & Petty Roads Request

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: February 2, 2010
COUNCIL MEETING TIME: 7:00 PM

ITEM TITLE OR DESCRIPTION:

First Reading (In Caption Only) of Ordinance 2010-02: An Ordinance to Amend the Zoning Enabling Ordinance Pursuant to a Citizen-Initiated Rezoning Request

BACKGROUND OR HISTORY:

The proposed Ordinance 2010-02 stems from a citizen-initiated rezoning request submitted by Mr. Robert Royer on November 30, 2009. The request was accompanied by the signatures of approximately 62% of the owners of the parcels proposed for rezoning. The proposal will rezone a series of 371 parcels located in the Luther Land Road and Petty Road area, near Lake Keowee, from the Control Free District (CFD). As submitted in the request, 347 parcels would be rezoned as Lake Residential District (LRD), and 24 parcels would be rezoned as Residential District (RD). It should be noted, however, that planning staff consider portions of the submitted proposal to be potentially problematic. The staff's concerns are:

- 'pockets' of differing zoning classifications would be created along some streets within existing platted developments
- a small number of individual parcels, most located on Kenwee School Road and accessed primarily or exclusively from that road, and proposed for rezoning into the Lake Residential District (LRD), would better fit the Residential District (RD)

Maps illustrating the submitted proposal and staff's recommendations are attached.

SPECIAL CONSIDERATIONS OR CONCERNS:

Notices were mailed to all registered owners of parcels in the submitted request.

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

Does this request follow Procurement Ordinance #2001-15 guidelines? Yes / No (review #2001-15 on Procurement's website)
If no, explain briefly: N/A

STAFF RECOMMENDATION:

Take First Reading in Caption Only of Ordinance 2010-02; and refer it to the Planning Commission for the required review.

FINANCIAL IMPACT:

None Anticipated

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes / No
If yes, who is matching and how much: N/A

ATTACHMENTS

Maps: Proposal as submitted; staff's suggested rezoning.

Reviewed By/ Initials:

County Attorney

Finance

Grants

Procurement

Submitted or Prepared By:

[Signature]

Department Head/Elected Official

Approved for Submittal to Council:

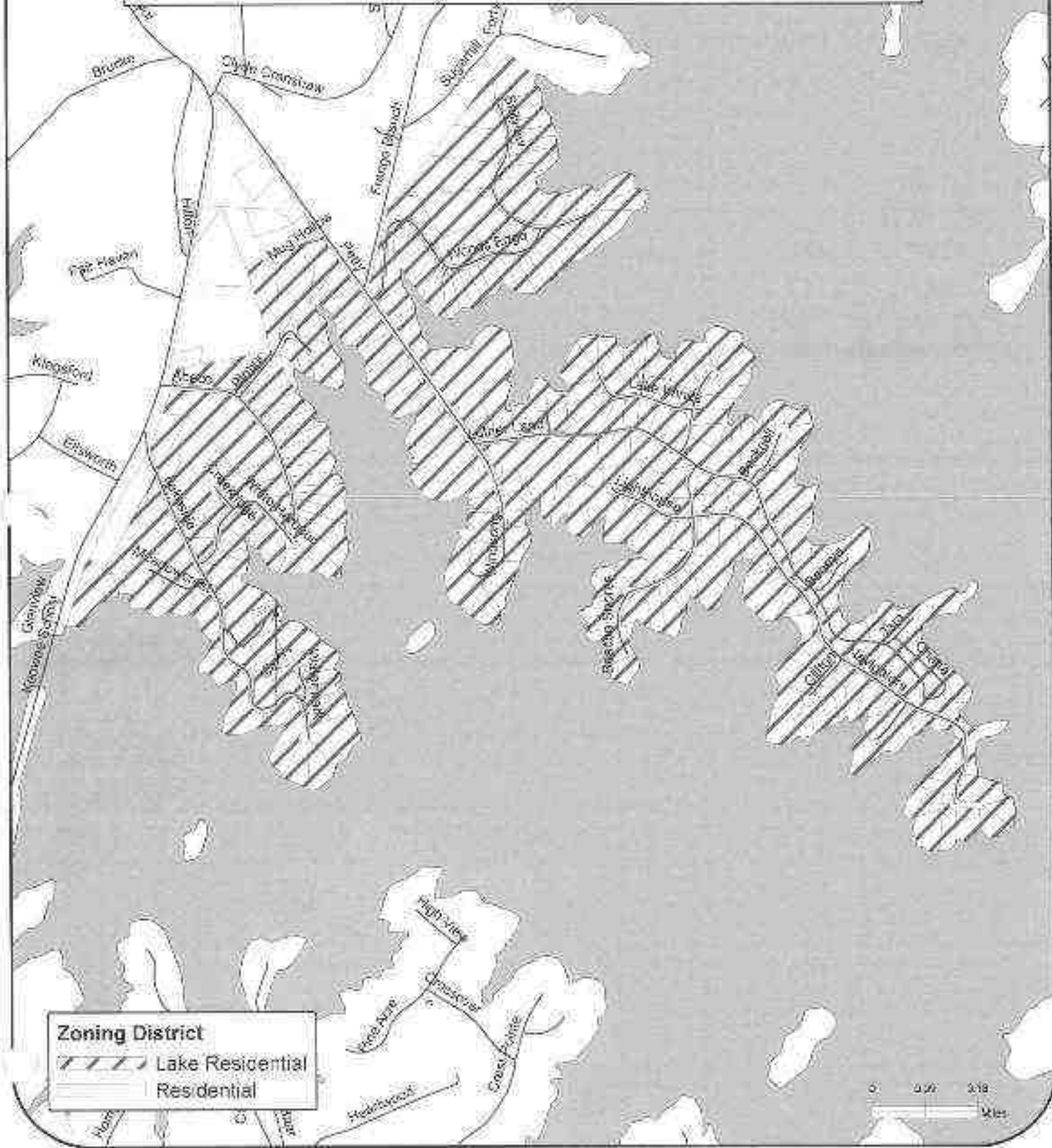
[Signature]

J.E. Klugh, Interim County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Item Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

Luther Land and Petty Roads Rezoning Request Staff Recommendation



STATE OF SOUTH CAROLINA
OCONEE COUNTY
RESOLUTION R2010-01

**A RESOLUTION HONORING JOHN A. MURRAY
AT HIS RETIRMENT**

WHEREAS, after ten years of service to Oconee County and its citizens, Communications Director John A. Murray will retire from the Oconee County Sheriff's Office on February 5, 2010; and,

WHEREAS, Director Murray was instrumental in designing and constructing a new 911 / Communications Center; and,

WHEREAS, the Oconee County 911 Center has been nationally recognized for its innovative technology model; and,

WHEREAS, Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through the Oconee County Council, desires to recognize and honor Director Murray for his many years of dedicated and devoted service to the citizens of Oconee County and to honor him at the time of his retirement from public service.

NOW, THEREFORE, IT IS HEREBY RESOLVED, by Oconee County Council in meeting duly assembled, that Oconee County Council hereby recognizes and honors Director John A. Murray for ten years of service to Oconee County and its citizens and for his unwavering dedication to protecting the people of Oconee County, which has brought great honor not just to him, but to his family, and his community.

THIS RESOLUTION WILL TAKE EFFECT and be in force immediately upon enactment.

APPROVED AND ADOPTED this 2nd day of February, 2010.

OCONEE COUNTY, SOUTH CAROLINA

By:

Reginald T. Dexter, Chairman of County Council
Oconee County, South Carolina

ATTEST:

By:

Elizabeth G. Hulsc,
Clerk to County Council

STATE OF SOUTH CAROLINA
OCONEE COUNTY
RESOLUTION R2010-02

**A RESOLUTION HONORING JOHN HOUSTON
AT HIS RETIRMENT**

WHEREAS, after twenty two years of service to Oconee County and its citizens, Mr. Houston retired from Oconee County, as the Chief Appraiser on February 26, 2010; and,

WHEREAS, Mr. Houston has faithfully served the citizens of Oconee County since April 13, 1987; and,

WHEREAS, Mr. Houston was throughout his career with the Appraiser's Office promoted from Appraiser I to Chief Appraiser on September 19, 1988; and

WHEREAS, Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through the Oconee County Council, desires to recognize and honor Mr. Houston for his many years of dedicated and devoted service to the citizens of Oconee County and to honor him at the time of his retirement from public service,

NOW, THEREFORE, IT IS HEREBY RESOLVED, by Oconee County Council in meeting duly assembled, that Oconee County Council hereby recognizes and honors Mr. John Houston for twenty two years of service to Oconee County and its citizens.

THIS RESOLUTION WILL TAKE EFFECT and be in force immediately upon enactment.

APPROVED AND ADOPTED this 2nd day of February, 2010.

OCONEE COUNTY, SOUTH CAROLINA

By:

Reginald J. Dexter, Chairman of County Council
Oconee County, South Carolina

ATTEST:

By:

Elizabeth G. Hulce,
Clerk to County Council

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: February 2, 2010
COUNCIL MEETING TIME: 7:00 PM

ITEM TITLE OR DESCRIPTION:

2010 Census Update and Questionnaire Center Program, Mr. William Whitney and Mr. James Alexander

BACKGROUND OR HISTORY:

Over the last couple of years, Oconee County has taken part in a number of efforts to ensure as accurate a count as possible in the upcoming 2010 Census. Included among the activities were assisting in the creation of a county-wide Complete Count Committee formed to help promote and coordinate local activities; the Planning Department's oversight of the Local Update of Area Census Address (LUCA) program, which resulted in the addition of hundreds of addresses to the Census Bureau's address list; and the recently completed update of new construction projects. As a result of these efforts, Oconee County is in a greatly improved position to receive a much better count than would otherwise have been possible.

With the census materials scheduled to be mailed to citizens in March, the Census Bureau has asked that Oconee County facilitate the creation of a local information center that will provide direct assistance to citizens seeking information, as well as help in completing the necessary questionnaires. Although important, this "Questionnaire Assistance Center" will require only enough space for a table and chairs, as well as an area where Census Bureau staff can hold private discussions with citizens. To that end, the Census Bureau is requesting the donation of a small, easily accessible, highly-visible area at the Pize Street Administrative Complex.

The Questionnaire Assistance Center (QAC) program will run from March 19th through April 19th of this year, with some specialized centers beginning on February 26th.

SPECIAL CONSIDERATIONS OR CONCERNS:

A "Conditions for Donation of Services and Space Agreement" will need to be signed should the county agree to donate space.

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

Does this request follow Procurement Ordinance #2001-15 guidelines? Yes / No (review #2001-15 on Procurement's website)
If no, explain briefly: N/A

STAFF RECOMMENDATION:

Agree to donate space at the Pize Street Complex for use as a QAC.

FINANCIAL IMPACT:

None Anticipated

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes / No
If yes, who is matching and how much: N/A

ATTACHMENTS

Copy of "Conditions for Donation of Services and Space Agreement"

Reviewed By/ Initials:

County Attorney

Finance

Grants

Procurement

Submitted or Prepared By:

Approved for Submittal to Council:



Department Head/Elected Official



J.E. Klugh, Interim County Administrator

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A calendar with due dates marked may be obtained from the Clerk to Council.

**CONDITIONS FOR DONATION OF SERVICES AND SPACE AGREEMENT
2010 Census**

The common goal of the U.S. Census Bureau and the Donor is to achieve a complete and accurate count in the 2010 Census.

A. Donation of Space

In accordance with the guidance of the U.S. Census Bureau, the Donor agrees to provide space for a Questionnaire Assistance Center (QAC) within the property of their organization for the purpose of helping older persons who request assistance in completing their 2010 Census questionnaire.

This donation is subject to the following terms and conditions:

1. The Donor will provide space for the QAC at the following address and on the following date(s): _____ The U.S. Census Bureau expects past usage of the Questionnaire Assistance Centers to extend from March 18, 2010 to April 19, 2010. It would be most beneficial to the participants if the center working at this QAC speaks the following language: _____
2. The U.S. Census Bureau will not reimburse the Donor Organization for any expenses related to the provision of the QAC space.
3. Questionnaire assistance will be provided without any charge whatsoever to the respondent.
4. The U.S. Census Bureau will provide a poster and/or a banner to be placed at the Authorized Questionnaire Assistance Center designating those places as U.S. Census Bureau sanctioned assistance centers. A Ballot Counted box will be available on the premises for the respondent to add a Ballot Counted questionnaire if they did not receive one at their place of residence or they believe they were not added to the census questionnaire sent to their place of residence.
5. The Donor Organization agrees to provide or to arrange for the provision of suitable space to be used as Questionnaire Assistance Centers during the 2010 Census. Questionnaire Assistance Center Representatives (QAC reps) will occupy the space and provide assistance to those respondents who visit the Questionnaire Assistance Centers.

This donation is subject to the following terms and conditions:

1. The _____ (organization) will donate _____ square feet of office space in _____ (city/town name), _____ (State), _____ (City, State, and ZIP Code) for a period of _____ (number of weeks), commencing on _____ (date) through _____ (date).
2. The space shall accommodate one (1) desk for (male) and two (2) desks, in which the QAC reps may interview privately and make use of the non-occupied seating area.
3. The space is being donated to the U.S. Census Bureau, at no cost to the government.

B. Liability

In the event that injury or damage is caused to a U.S. Census Bureau employee while acting within the scope of his or her authority, the incident will be covered under the Federal Tort Claims Act, Title 28, U.S.C. § 2672, if any. Any claims arising from such incidents may be filed with the U.S. Census Bureau and will be promptly addressed.

Any injury occurring to a U.S. Census Bureau employee while acting within the scope of his or her employment will be covered under the Federal Employees Compensation Act, Title 5, U.S.C. § 8101, if any.

Because the Federal Government is self-insured, it is the U.S. Census Bureau's policy not to purchase or pay for commercial liability insurance. In addition, the Anti-Jenny Act, Title 31, U.S.C. § 101, et seq., prohibits any Federal agency from undertaking contingent and undetermined liability without funds being appropriated by Congress for such purpose. For this reason, the Government cannot agree to a "hold-harmless" clause that would waive the right to sue.

Signature _____ Date _____ Signature _____ Date _____

Name - Please print:
Donor:

Name - Please print:
Regional Director, U.S. Census Bureau

Copy distributed: WHITE - Assistant Manager for Quality Assurance (QA) in the LCU; YELLOW - LCU of space

UNCLASSIFIED

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: FEBRUARY 2, 2010
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE OR DESCRIPTION:

The Oconee County Emergency Services Department requests permission to apply for a USDA Natural Resource Conservation Service (NRCS) Grant, Emergency Watershed Protection Grant, on behalf of the Whitewater Lake Association.

BACKGROUND OR HISTORY:

The Whitewater Lake Association requested from USDA-Natural Resources Conservation Service technical and financial assistance through the Emergency Watershed Protection Program. Assistance is needed to repair damages to the exit slope of the emergency spillway of their 46 acre lake. (An emergency spillway is a structure with specific design dimensions to safely discharge floodwaters during a significant storm event.) September 20, 2009 rains, an approximate 50 year storm event, caused damage to the emergency spillway including severe erosion at the upper end of the exit slope and total failure at the point of outlet into the stream. A previous attempt to stabilize the outlet with concrete and rip rap has been destroyed, leaving a tremendous cut 50 feet long by 30 feet wide. Also of concern is the level section of the emergency spillway, intersected by Whitewater Lake Road, a county road. Should the upper end of the exit slope fail in a future storm event, the county road (level section) may also be damaged or destroyed, potentially compromising the dam itself.

SPECIAL CONSIDERATIONS OR CONCERNS:

The Emergency Watershed Protection Program requires a local sponsor (governmental entity) who will provide a minimum of 25% of the total cost of repairs through either cash or in-kind services. The sponsor must also provide a design for the repair by a SC Licensed Professional Engineer. The engineer will oversee construction and certify repairs. After certification, USDA-NRCS will reimburse the sponsor for 75% of the total cost of repairs. In addition, the sponsor will be paid for administrative costs, including engineering or other professional services, equal to 10% of USDA-NRCS reimbursed amount. The sponsor may choose to contract with another entity to carry out their responsibilities through a separate contract or Memorandum of Understanding. **The Whitewater Lake Association has requested assistance from Oconee County in applying for funds through the NRCS Emergency Watershed Protection Grant as all applicants are required to be governmental entities.**

It should be noted that damage to the Whitewater Lake reservoir dam has raised concerns regarding the potential impacts to the Whitewater Lake Road. This is a county road and all efforts to further its stabilization should be taken into consideration.

A Memorandum of Understanding (MOU) will need to be drawn up by the County Attorney to define the responsibilities of Oconee County as the pass-through agency and the Whitewater Lake Association as the party responsible for the matching grant funds as well as any coverage charges related to engineering or construction. Details regarding the MOU will be further defined at a later date.

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

Does this request follow Procurement Ordinance #2001-15 guidelines? Yes / No [review #2001-15 on Procurement's website]
If no, explain briefly:

STAFF RECOMMENDATION:

Approval for Oconee County Emergency Services to apply for the NRCS Emergency Watershed Protection Grant on behalf of the Whitewater Lake Association.

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head/ Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

FINANCIAL IMPACT:

NRCS Emergency Watershed Protection Grant - \$112,500
Local Match - \$37,500 to be paid by the Whitewater Lake Association

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes
If yes, who is matching and how much: Whitewater Lake Association (\$37,500)

ATTACHMENTS

Reviewed By/ Initials:

_____ County Attorney VB Finance KW Grants _____ Procurement

Submitted or Prepared By:

Approved for Submittal to Council:

[Signature]
Department Head/Elected Official

[Signature]
J.E. Klugh, Interim County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: February 2, 2010
COUNCIL MEETING TIME: 7:00 PM

ITEM TITLE OR DESCRIPTION:

- 1) Award Bid 09-10, Road Paving 2009-2010 to Venesky Asphalt Paving & Grading, LLC of Easley, SC in the amount of \$1,068,281.81.
- 2) Authorize staff to spend an additional \$96,145.36, a 9% contingency if needed, to account for fluctuating asphalt prices and variations in unit quantities.
- 3) Authorize an additional \$35,000 to purchase stone from the Oconee County Rock Quarry. The total not to exceed amount is \$1,199,427.17.
- 4) Execute attached contract.

BACKGROUND OR HISTORY:

The bid document for Road Paving listed specific requirements that the contractor must follow. Specific roads along with the type of paving work required were listed in the bid with estimated quantities. Also the bid allowed for the cost of asphalt materials to be indexed to the SCDOT liquid asphalt index and this cost to be reviewed once a month to determine the price of the asphalt mix.

On January 12, 2010, formal sealed bids were opened. Twenty-eight companies were originally notified of this bid opportunity, eight companies attended the mandatory pre-bid meeting and six companies submitted bids, with Venesky Asphalt Paving & Grading, LLC, of Easley, SC, submitting the lowest bid of \$1,068,281.81. Staff from Procurement and the Roads Department checked references provided and met with the owner of Venesky Asphalt Paving & Grading, LLC, prior to the award of bid, to determine that he was a responsible bidder and would comply with all of the County's paving requirements as stated in the bid document.

SPECIAL CONSIDERATIONS OR CONCERNS:

A protest was received on this bid, protesting that the County allowed Venesky Asphalt Paving & Grading to qualify their bid by writing in the amount of the performance and payment bond. Attached is a copy of Venesky's bid form that clearly shows the amount of the bond to be calculated at two percent of the total amount. Staff responded to this protest and recommends proceeding with the award.

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

Does this request follow Procurement Ordinance #2001-15 guidelines? Yes

STAFF RECOMMENDATION:

Award Bid 09-10, Road Paving 2009-2010 to Venesky Asphalt Paving & Grading, LLC of Easley, SC in the amount of \$1,068,281.81. Authorize staff to spend an additional \$96,145.36, a 9% contingency if needed, to account for fluctuating asphalt prices and variations in unit quantities. Authorize an additional \$35,000 to purchase stone from the Oconee County Rock Quarry. The total not to exceed amount is \$1,199,427.17. Execute attached contract.

FINANCIAL IMPACT:

FY 2009-2010 approved budgeted amount (010-601-50881) - \$500,000

FY 2008-2009 rollover funds approved (010-601-50881-02009) - \$500,000

Anticipated C-Funds to be awarded to County \$676,000, to City of Seneca \$394,000

NOTE THAT IF ANTICIPATED C-FUNDS ARE NOT AWARDED, THE LEVELING ROADS WILL BE DELETED FIRST TO MAKE UP FUNDING SHORTFALL.

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Item Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

ATTACHMENTS

1. Bid Tabulation
2. Listing of proposed roads from bid
3. Contract
4. Bid Form from Venesky Asphalt Paving & Grading, LLC

Reviewed By/ Initials:

_____ County Attorney _____ Finance _____ Grants RC Procurement

Submitted or Prepared By:


Department Head/Elected Official

Approved for Submittal to Council:


Gene Klugh, Interim County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

COUNTY OF OCONEE
 Procurement Office, 415 S. Pine Street, Walhalla, SC 29691
 PH: (863) 638-4141 Fax: (863) 638-4142

REVISED - BID FORM

BID NUMBER: 109-10 DATE: December 1, 2009

OPENING DATE AND TIME: January 12, 2010 at 2:00 pm EST

OPENING LOCATION: Oconee County Procurement Office
 County Administrative Building, Room 104
 415 S. Pine Street, Walhalla, SC 29691

PROCUREMENT OF: Road Paving 2009-2010 - Single Driveway Reconstruction with or without Back-slope, and Road Widening

Approx Qty	Unit	Description	Unit Price	Total Estimated
11,921	Ton	Gravel, Type 1	55.75	671,139.00
3,857	Ton	Gravel, Type 1 w/ SCDOT Stone Specs	55.75	215,027.75
630	SF	Excavation, Road Widening	3.20	2,016.00
1,085	Cyd	Intermediate, Type 1, Paving	69.60	87,336.80
91	Ton	Intermediate, Type 1, Paving w/ SCDOT Stone Specs	81.60	7,422.40
3,445	SF	Unclassified Aggregate	1.45	5,694.25
122	SF	Asphalt Material	5.50	671.00
256	CY	Gravel Back-slope	7.00	1,792.00
3,774	SF	Gravel	1.10	4,151.40
21,138	SF	Grilling in place	.85	18,067.30
1,970	1470	Gravel curbs/edges	1.45	2,856.50
20,288	SF	Soil Compaction Process	.85	17,244.80
13	hour	Compaction Cost	165.00	2,145.00
18	hour	Compaction Cost	165.00	2,970.00
3	hour	Asphalt Material (with aggregate) (with aggregate)	145.00	435.00
Please Refer to Bid include 2 nd Part Items of Total Contract Amount				Contractor's Grand Total 1,047,335.10

COMMISSIONARY: *VENESKY ASPHALT PAVING & GRADING COMPANY 1-12-2010*
 SIGNATURE: *[Handwritten Signature]*
 PRINT SIGNATURE: *VENESKY*

Approved Project Description: 600' of Road from E
Hwy 62 to
010-001-3089-00100 - \$505,000.00
010-001-3089-00100 - \$500,000.00
County: Highlands Road and rd SE 75, 000.00
Source: C-Funds Requested \$305,000.00

Finance table and bid items of the knowledge the

Subtotal bid to be received

Robyn Cartright

Fluorocel 2009

Bid Item	Address	City	Unit	Description	Asphrite Brothers, Inc.		F. A. H. Asphalt, Inc.		Kuscard Paving		King Asphalt, Inc.		Peters Construction		Vandeg Asphalt		
					Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	
1-500			Yd	Surface Type C	78.00	853,325.25	71,075.00	707,925.00	85.50	707,925.00	85.00	707,925.00	87.50	707,925.00	87.50	707,925.00	
3-007			Yd	Surface Type C with 1 1/2" thick fibers	76.35	434,401.50	70,265.00	702,665.00	85.00	702,665.00	85.00	702,665.00	87.50	702,665.00	87.50	702,665.00	
630			Yd	Asphalt, final surface	0.90	577,007	4,345.22	4,345.22	10.00	4,345.22	10.00	4,345.22	10.00	4,345.22	10.00	4,345.22	
1-300			Yd	Manufacture Type C Paving	127.00	167,107.60	88,685	88,685.00	88.65	88,685.00	88.65	88,685.00	88.65	88,685.00	88.65	88,685.00	
824			Yd	Interlocks Type C Paving w/3000' minimum fibers	127.00	63,857.14	28,875.00	28,875.00	70.00	28,875.00	70.00	28,875.00	70.00	28,875.00	70.00	28,875.00	
0-240			Yd	Underspread base	5.70	80,475.00	11,275.00	11,275.00	7.40	25,400.00	10.00	25,400.00	10.00	25,400.00	10.00	25,400.00	
172			Yd	Crack and Median	10.00	1,110.00	1,700.00	1,700.00	10.00	1,700.00	10.00	1,700.00	10.00	1,700.00	10.00	1,700.00	
875			Yd	Shoulder Base	47.50	12,662.50	7,000.00	7,000.00	35.00	12,662.50	38.25	12,662.50	38.25	12,662.50	38.25	12,662.50	
7-075			Yd	Base	0.00	1,035.00	1,114.00	1,114.00	11.25	2,500.00	1.25	2,500.00	1.25	2,500.00	1.25	2,500.00	
20-000			Yd	Major Paving	0.40	27,160.00	50,880.00	50,880.00	0.20	20,000.00	0.20	20,000.00	0.20	20,000.00	0.20	20,000.00	
4-070			Yd	Hwy County Stone	10.00	63,000.00	19,100.00	19,100.00	9.50	10,400.00	0.30	10,400.00	1.50	14,000.00	1.50	14,000.00	
10-150			Yd	Surface (Class A) Base	1.50	38,775.00	37,000.00	37,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
10-000			Yd	Compaction Top	200.00	3,000.00	1,000.00	1,000.00	150.00	1,500.00	150.00	1,500.00	150.00	1,500.00	150.00	1,500.00	
10-000			Yd	Compaction	200.00	3,000.00	1,000.00	1,000.00	175.00	2,625.00	175.00	2,625.00	175.00	2,625.00	175.00	2,625.00	
10-000			Yd	Final	262.50	3,937.50	1,000.00	1,000.00	100.00	1,000.00	100.00	1,000.00	100.00	1,000.00	100.00	1,000.00	
10-000			Yd	Blowing grade													
Grand Total for Type C Asphalt					1,285,255.40		1,012,625.00		1,222,300.00		1,222,300.00		1,222,300.00		1,222,300.00		
Grand Total for Type C Asphalt					1,285,255.40		1,012,625.00		1,222,300.00		1,222,300.00		1,222,300.00		1,222,300.00		1,222,300.00
Grand Total for Type C Asphalt					1,285,255.40		1,012,625.00		1,222,300.00		1,222,300.00		1,222,300.00		1,222,300.00		1,222,300.00

Attended bid opening: Robyn Cartright, Florida Spearman, Jeff Hooten, Mitch Rye, Russell Cummings, David Holcomb, Phillip Parker, Scott Reeves

Tentative Road List for 2009-2010

SIMPLE OVERLAY														
NUMBER	ROAD NAME	LENGTH (FT)	WIDTH (FT)	ROAD AREA (SQ)	PATCH (SQ)	INTERMEDIATE TONS	DRIVEWAY APRONS	DRIVEWAY TONS	INTERSECTIONS	INTERSECTION TONS	CUL-DE-SAC	CUL-DE-SAC TONS	TOTAL SURFACE TONS	MAP LOCATION
SE-399	BROOKE LN	1183	20	2629	158	74	13	59	1	6	1	48	328	K5
SE-304	PINERIDGE DR	405	20	889	84	37	6	36	1	6	0	0	119	L 12
SE-360	CLOVIS DR	889	20	1809	215	95	13	59	1	6	1	48	270	L 12
WA-19	HENSLEY DR	2150	20	4778	538	237	11	50	1	6	1	48	498	J 8
WA-173	CAME CREEK RD	2387	20	5304	567	263	9	41	1	6	1	55	535	H 10
WA-272	BEAVERLAKE RD	4732	20	9182	1033	455	22	35	2	12	1	48	917	K 9
WA-273	RANGER RD	1400	20	3111	350	154	15	68	1	6	1	45	378	L 12
WA-302	PARK RIDGE DR	1654	20	3764	800	264	33	149	1	6	1	48	513	J 13

RECONSTRUCT & MILL IN PLACE														
NUMBER	ROAD NAME	LENGTH (FT)	WIDTH (FT)	ROAD AREA (SQ)	STONE TONS	2 INCH SURFACE TONS	DRIVEWAY APRONS	DRIVEWAY TONS	INTERSECTIONS	INTERSECTION TONS	CUL-DE-SAC	CUL-DE-SAC TONS	TOTAL SURFACE TONS	MAP LOCATION
SE-435	SHADY LN	825	20	1642	230	207	4	18	1	6	1	470	279	L 14
SE-859	HOYT DR	823	24	1661	137	187	1	5	2	12	0	0	203	M 14
SE-303	SHORELINE DR	1745	20	3876	436	436	18	81	3	18	0	0	535	L 12
TU-150	SANDY LN	894	20	1964	269	221	15	68	1	6	1	470	343	N 18

RECON. & MILL IN PLACE W/ BACKSLOPE															
NUMBER	ROAD NAME	LENGTH (FT)	WIDTH (FT)	ROAD AREA (SQ)	STONE TONS	2 INCH SURFACE TONS	DRIVEWAY APRONS	DRIVEWAY APRONS	DRIVEWAY TONS	INTERSECTIONS	INTERSECTION TONS	CUL-DE-SAC	CUL-DE-SAC TONS	TOTAL SURFACE TONS	MAP LOCATION
SE-152	BENT TREE DR	317	28	918	103	103	4	18	2	2	12	0	0	133	M 15
SE-153	SHADY PINE DR	1285	25	3712	558	418	20	90	3	3	13	1	48	574	M 15
SE-154	CHARLOTTE CT	200	26	578	113	85	4	18	1	1	6	1	48	137	M 15
WA-40	EASTCLIFF DR	2393	23	5115	174	688	21	36	3	3	19	0	0	800	J 11

RECONSTRUCTION WITH ROAD WIDENING															
NUMBER	ROAD NAME	LENGTH (FT)	WIDTH (FT)	PLANNED ROAD AREA (SQ)	STONE TONS	2 INCH SURFACE TONS	EXCAVATION FOR ROAD WIDENING (SQ)	DRIVEWAY APRONS	DRIVEWAY TONS	DRIVEWAY TONS	INTERSECTIONS	INTERSECTION TONS	CUL-DE-SAC TON	TOTAL SURFACE TONS	MAP LOCATION
WA-34	RANDALL CT	2831	21	5906	743	743	630	20	90	2	2	12	0	785	J 11

LEVELING												
NUMBER	ROAD NAME	LENGTH (FT)	WIDTH (FT)	ROAD AREA (SQ)	SURFACE TONS	INTERSECTIONS	INTERSECTION TONS	DRIVEWAY APRONS	DRIVEWAY TONS	LEVELING	TOTAL SURFACE TONS	MAP LOCATION
SE-173	AMES ST	3633	19	3447	284	4	24	39	176	57	541	M 14
SF-82	A ST	362	15	603	50	1	6	7	32	10	97	M 14
SE-82	LONSDALE ST	1500	19	3167	261	12	72	25	113	52	498	M 14
SE-174	JAMERSON AVE	2742	19	5789	478	1	6	23	104	96	693	M 14
SF-76	HOPE AVE	8111	18	16222	1338	1	6	19	85	268	1697	M 14
SE-81	GAMMELL ST	2206	22	5352	445	3	18	21	95	89	845	M 14
SE-30	SIRKINE ST	1334	17	2520	208	4	24	25	113	42	386	M 14
SE-89	HUMBERT ST	1276	18	2562	211	4	24	28	131	42	407	M 14
P-2459	E GAMMELL ST	480	16	853	70	1	6	11	50	14	140	M 14
SE-98	PADGETT ST	1114	16	1980	163	4	24	18	81	33	301	M 14
SE-387	E PADGETT ST	260	14	404	33	1	6	2	14	7	60	M 14
SF-87	JAMES ST	1972	16	1906	157	4	24	16	72	31	285	M 14
SL-388	E JAMES ST	326	15	543	45	1	6	5	27	9	87	M 14
SE-86	POWELL ST	1326	15	2210	152	4	24	10	45	36	288	M 14
SE-386	E POWELL ST	711	16	1284	104	3	18	14	63	21	205	M 14
SE-384	E BROWN ST	644	16	1145	94	3	18	11	50	18	181	M 14
SE-84	BROWN ST	470	16	826	69	4	24	20	90	14	197	M 14
	BROWN ANNEX ST											
SF-85	ST	362	15	603	50	2	12	8	36	10	108	M 14
SE-83	ASHTON ST	411	15	685	57	2	12	2	9	11	89	M 14
SE-383	E ASHTON ST	537	15	895	74	2	12	2	9	15	170	M 14
SE-103	OWENS RD	2047	19	4321	357	6	36	20	90	71	554	M 14

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

THIS AGREEMENT made and entered into this 17th day of February, 2010, by and between OCONEE COUNTY, South Carolina (hereinafter "the COUNTY") and Yeneski Asphalt & Grading, LLC (hereinafter "the CONTRACTOR").

1. SCOPE OF WORK

- For and in consideration of the unit prices hereinafter specified, (see Attachment A and B), CONTRACTOR agrees to perform on behalf of the COUNTY certain roadwork and asphaltting at the direction of Oconee County, the total of such work not to exceed \$1,068,281.31 dollars. The Roads and Bridges Manager of Oconee County shall elect roads to be set up and asphaltted by the CONTRACTOR at the prices stated in the contractor's bid proposal.

2. PROGRESS PAYMENTS

Payments are to be made for work described above on the tenth (10th) day of the month or as mutually agreed in writing by the County and the Contractor. However, CONTRACTOR agrees to pay, as liquidated damages, the sum of one thousand (\$1000.00) dollars per day for all days in excess of agreed completion date listed below under Section 3, Contract Period.

Therefore, the COUNTY shall retain 10% of all payments to insure payments of any liquidated damages as may occur and to insure full compliance with the contract.

3. CONTRACT PERIOD

The Contract Period and effective term of the Agreement shall run on or about February 3, 2010, until June 30, 2010, unless the parties mutually agree in writing to extend the same.

4. OBLIGATIONS OF CONTRACTOR

- a. The CONTRACTOR shall furnish, for a contract price specified herein, all labor, materials, equipment, machinery and supplies necessary to perform and complete surfacing of the roads according to the general plans and specifications, to cause to be paid subcontractors, material, men and suppliers for such equipment, as well as any lessors thereof.
- b. CONTRACTOR agrees to comply with all Federal, state and local laws and regulations with regard to road construction and paving.
- c. CONTRACTOR shall employ certified personnel and equipment to prepare daily

analysis reports that provide information regarding plant mix, including bitumen content, gradation, marsh stability. The COUNTY shall be supplied with a copy of this daily analysis report. If CONTRACTOR is running State work and COUNTY work simultaneously, the CONTRACTOR will submit a copy of the State's analysis report in lieu of a separate report for the COUNTY work. COUNTY reserves the right at its discretion, to employ a qualified independent testing agency to perform testing at the plant site or from the product delivered to the job site, using CONTRACTOR'S equipment at no additional cost to the COUNTY, to verify that specified mix design is being batched.

- d. Prior to any payments, CONTRACTOR will furnish to the COUNTY a performance bond and payment surety in the penal sum of \$1,068,281.81 dollars issued by a good and sufficient surety company licensed to do business in the State of South Carolina. Said bond shall be acquired by the CONTRACTOR at its own expense and provide appropriate provisions warranting that the construction and work performed by the CONTRACTOR, or its employees or subcontractors shall be free of defects in workmanship and materials for a period of one (1) year from date of acceptance of the total contract by the COUNTY.
- e. CONTRACTOR will furnish to the COUNTY proof to the satisfaction of the County that the CONTRACTOR is licensed to do business in the State of South Carolina.
- f. CONTRACTOR shall submit proof of valid policies currently in force for worker's compensation insurance for all employees of the CONTRACTOR, as well as public liability insurance of at least \$5,000,000 limit.
- g. CONTRACTOR shall furnish at all times in all phases of construction qualified key personnel including, but not limited to, operators, laborers, one foreman, plus sufficient trucks and drivers.
- h. CONTRACTOR may assign only one crew at a time to COUNTY work, unless approved by the Oconee County Roads and Bridges Manager at least 24-hours prior to second crew beginning work. No asphalt work is authorized without an Oconee County Inspector on site. Any work done without an Oconee County Inspector present is subject to removal and replacement solely at the CONTRACTOR'S expense.

5. DUTIES AND OBLIGATIONS OF THE COUNTY

- a. COUNTY shall pay CONTRACTOR for work and service performed by it according to the provisions of this agreement in the manner specified herein.
- b. The COUNTY warrants that it has sufficient and valid right-of-ways for the roads upon which CONTRACTOR is to perform services. The COUNTY will, on a regular basis, consult with and be available for direction and designation of work to be done according to the terms of the Agreement, in such a manner as to prevent undue stoppage or delay of work on the part of the CONTRACTOR.

- c. Notwithstanding any other provisions of this agreement, the parties understand and agree that nothing herein shall require the COUNTY to designate any specific amount of work for the CONTRACTOR and its crew to perform and may elect to work or cause to be reworked only such of its roads as it deems to be in the best interests and needs, not to exceed the maximum contract sum specified herein, all without the consent of the CONTRACTOR.

6. GOVERNING LAW

- a. The parties mutually agree that the terms and conditions hereof shall be governed by and construed under the laws of the State of South Carolina, and that any controversy hereunder shall be submitted to and come within the jurisdiction of the Courts of Oconee County, S.C.
- b. The specifications and bid package #09-10, which was duly awarded by the Oconee County Council are hereby made an integral part of this contract by reference and is to be adhered to unless specifically altered by this contract.

TO ALL OF WHICH the parties have heretofore agreed, and in witness whereof have hereunto placed their Seals and cause these present to be executed by their officers and agents authorized to do so this date and date first above written.

Signed, Sealed and Delivered
In the Presence of:
(As an County)

OCONEE COUNTY (SEAL)

By: _____
Reg Dexter
Oconee County Council Chair

(As to Contractor)

Venesky Asphalt Paving, LLC (SEAL)

Thick Roe

By: *Henry Venesky*

Venessky Asphalt

Approx Qty	Unit	Description	Unit Price	Extended Price	Unit Price w/ 2%	Extended Price with 2%
11,372	Ton	Surface, Type C	55.75	645,139.00	56.8590	\$652,041,780.00
3,257	Ton	spacers	56.75	215,027.75	56.8650	\$219,328,305.00
630	SY	Excavation Road widening	3.20	2,016.00	3.2640	\$2,056,320.00
1,183	Ton	Intermediate, Type C Patching	69.00	82,336.80	70.9920	\$83,983,526.00
394	Ton	Intermediate, Type C Patching w/SCUDOT Stone Spacers	68.69	27,422.40	70.0920	\$27,970,848.00
3,446	SY	Unclassified Materials	1.85	5,681.25	1.8830	55,797,905.00
172	SY	Gravel Materials	5.50	946.00	5.6100	\$964,920.00
379	CY	Shoulder Build-up	7.00	2,653.00	7.1430	\$2,706,080.00
3,374	SY	Seeding	1.10	3,711.40	1.1220	\$3,785,628.00
30,188	SY	Milling in Place	0.85	25,656.80	0.8670	\$26,172,986.00
4,970	TON	Hauling County Stone	1.95	9,691.50	1.9830	\$9,885,330.00
30,188	SY	Set Up (Milling in place)	0.65	19,622.20	0.6630	\$20,014,040.00
15	Each	Compaction Test	165.00	2,475.00	168.3000	\$2,524,500.00
15	Each	Cone Testing	165.00	2,475.00	168.3000	\$2,524,500.00
15	Each	Nuclear Testing	-	-	0.0000	\$0.0000
15	Each	2% of total contract for Performance and Payment Bond	165.00	2,475.00	168.3000	\$2,524,500.00
1	Each		20,946.71	20,946.71		
				1,068,281.81		\$1,068,281.8020

Harry Venesky
 Venesky Asphalt

Date

Date

County Clerk

COUNTY OF OCONEE

Procurement Office, 415 S. Pine Street, Wallulla, SC 29691
 Ph: (864) 638-4141 / Fax: (864) 638-4142

REVISED - BID FORM

BID NUMBER: 09-10 DATE: December 1, 2009

OPENING DATE AND TIME: January 12, 2010 at 2:00 pm EST

OPENING LOCATION: Oconee County Procurement Office
 County Administrative Building, Room 104
 415 S. Pine Street, Wallulla, SC 29691

PROCUREMENT OF: Road Paving 2009-2010 - Simple Overlay, Reconstruction Mill in Place with or without Buck-slope, and Road Widening

Approx Qty	Unit	Description	Unit Price	Total Estimated
11,572	Ton	Surface, Type C	55.75	645,139.00
3,857	Ton	Surface, Type C, w/SCDOT Stone Specs	55.75	215,022.75
630	SY	Excavation, Road Widening	3.20	2,016.00
1,181	Ton	Intermediate, Type C, Patching	69.60	82,336.80
394	Ton	Intermediate, Type C, Patching w/SCDOT Stone Specs	69.60	27,422.40
3,445	SY	Unclassified Materials	1.65	5,684.25
172	SY	Geogrid Materials	5.50	946.00
399	CY	Shoulder Buck-Up	7.00	2,793.00
3,374	SY	Sealing	1.10	3,711.40
30,188	SY	Milling in place	.85	25,659.80
4,970	TON	Grading course stone	1.95	9,691.50
30,188	SY	Set Up (Milling in Place)	.65	19,622.20
15	Each	Conservation Test	165.00	2,475.00
15	Each	Core Testing	165.00	2,475.00
15	Each	Nuclear Testing (electromagnetic, D.O.T. approved)	165.00	2,475.00
Above costs do not include 2% P&P Bonds of Total Contract Amount				
Contractor's Grand Total				1,047,335.10

COMPANY NAME: VENESKY ASPHALT PAVING + GRADING LLC 1-12-2010

SIGNATURE: Gary Venesky

Print Signature: GARY VENESKY

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: February 2, 2010
COUNCIL MEETING TIME: 7:00 PM

ITEM TITLE OR DESCRIPTION:

Approve payment of second half of two year license agreement with Pictometry International Corporation in the amount of \$71,092.50.

BACKGROUND OR HISTORY:

On November 6, 2008, County Council approved the first year only of the two year license agreement with Pictometry for a total cost of \$145,990.00 broken down into two yearly payments. The first year total was paid on PO 45770 in the total amount of \$74,897.50 from account number 012-711-82014. The second year's payment is due March 9, 2010. This license fee includes the licensed images (resulting from a fly over of the County), licensed software and documentation. At the end of the two years, the County owns the images and is granted a perpetual license for the images and software and should continue to pay 5% of this amount for annual support and maintenance.

SPECIAL CONSIDERATIONS OR CONCERNS:

The two year agreement was approved by County Council on 11/6/2008 and commits the County for the total amount. Council minutes show that only the first year amount was approved.

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

Does this request follow Procurement Ordinance #2001-13 guidelines? Yes

STAFF RECOMMENDATION:

Approve payment of second half of license agreement with Pictometry International Corporation in the amount of \$71,092.50.

FINANCIAL IMPACT:

This project was originally funded for \$150,000 as the "GIS Parcel Project" under Capital Projects for FY 2007-2008. At the beginning of FY 2009-2010 there was \$75,059.90 available in account 012-711-82014 for the second year payment of the Pictometry license agreement.

ATTACHMENTS:

1. Invoice for second year
2. Schedule A from original contract that explains pricing.

Reviewed By/ Initials:

____ County Attorney JB Finance _____ Grants RC Procurement

Submitted or Prepared By:

Mike Powell
Department Head/Elected Official

Approved for Submittal to Council:

Gene Klugh
Gene Klugh, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting; therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.



Pictometry International Corp.
 100 Town Centre Drive, Suite A
 Rochester, NY 14623
 Phone 585.486.0093 Fax 585.486.0098

INVOICE

Invoice #: INV003783
 Invoice Date: 5/2/2009

Oconee County
 415 South Pine St
 Walhalla, SC 29691

Proj Name: 2008 Oconee, SC

Proj Description:

PO Number	Payment Terms	Salesperson	Shipping Method	VIA	Project Number
LICENSE AGMT	Net 30	EF	PICOTOMETRY	Priority	08000NSC001
Item					Extended Price

Image Library - Licensed Images/Software/Training, etc.

License: payment 2 of 2 per the Image Library License - due 03/31/10

\$71,092.50

Total Due This Project:

\$71,092.50

Tax:

\$0.00

Total All Contracts:

\$71,092.50

Print Tax This Invoice:

\$0.00

Light:

\$0.00

Miscellaneous:

\$0.00

Total Due This Invoice:

\$71,092.50

SCHEDULE 'B'

1. The following products shall be delivered to Cochise County, South Carolina (Licensee) by Polymetry International Corp.

A. Licensed Images produced with a minimum of 10 megapixel camera (as listed below) and also portrayed on the attached (Subpart B - Reformed Map)

- 1) **PREMIER Two Way Community Package (CC)** covering 133 sectors of the Licensee as indicated on the attached map. Premier Community Images are nominal 12" GSD. Each sector will have approximately:
 - a. 8 Ortho rectified images, one 12" ortho mosaic file, one 1 meter mosaic sector file, one 12" non 30% area wide mosaic (area wide mosaic in MRSD format) covering the sectors shown below.
 - b. 4 Oblique images and 4 additional Oblique images taken from the opposite direction.

PREMIER Community Images (CC) to be taken when there is less than 30% leaf cover:

PREMIER COMMUNITY Image Price	\$ 37.50 (per sector per year)
Less 10% EAR Discount	\$ 33.75
	\$ 22.50 @ 133 Sectors = \$ 2992.50 per year

- 2) **PREMIER Four Way Neighborhood Images (NS)** covering 312 sectors of the Licensee as indicated on the attached map. Premier Neighborhood Images are nominal 5" GSD. Each sector will have approximately:
 - a. 30 Ortho rectified images one 6" ortho mosaic file, one 1 meter mosaic sector file, one 5" non standard area wide mosaic (area wide mosaic in MRSD format) covering the sectors shown below.
 - b. 32 Oblique images from four particular directions.

PREMIER Neighborhood Images will be taken when there is less than 30% leaf cover:

PREMIER NEIGHBORHOOD Image Price	\$ 292.00 (per sector per year)
Less 40% EAR Discount	\$ 175.20
	\$ 175.20 @ 312 Sectors = \$54,662.40 per year

- 3) Mosaic Files will be delivered in State Plane NAD83 feet (5% overlap, separate trailers, world file, JPG) Unless specified otherwise _____ (best resolution)

- 4) Arc/MS Integration. Includes software, scripts and one (1) additional hour of support for the integration. Order Form/Deployment Notice must be attached.

Integration for 1 Renewal @ \$585 per server = \$585.00

- 5) Module to allow ERS to interface with L-911 systems (note: this fee allows the interface but does not cover the actual integration. ERS11 service provider will handle the integration and may charge additional dollars for this service)

Unlimited Seat Licenses in one (1) PDA @ \$1300/seat minus 20% discount = \$1040.00

(Cap of \$5,000 for unlimited seats in one PDA @ a cap of \$15,000 for unlimited seats in all PDAs)

- 6) Image Library Compression. A copy of Image Library which are been compressed. Library Compression is priced at \$2500 for 1-35,000 images, \$2500 for each additional 50,000 images or portion thereof. Priority of all contact, license or compression size and method of delivery.

Library Compression @ \$2,500.00

- 7) Images are to be delivered with an image size of approximately 4-8 MB.

B. US Census Bureau TIGER files of County as a base map supplied by Licensee.

C. DEMS (Digital Elevation Models) - (check one)

U.S.S. Digital Elevation Models (DEMs) provided by Pictometry;
DEMs in 2, 3, 4, 5 format (provided by Licensee);
Licensee DEMs must be provided to Pictometry within 30 days of signing this agreement, or as a
processing fee may be charged.

2. Documentation: Pictometry International Corp. shall furnish 1 digital copy of the Licensed Documentation for the Licensed Software.
3. Training: Pictometry International Corp. shall contain two (2) End User orientation sessions, of up to 25 people per training session, for employees of the Licensee or Authorized Subdivisions listed in the Licensee's site. In addition there will be one (1) Advanced User Technical training for one group of up to 10 people using Licensee's computers.
4. Telephone Support: Pictometry shall provide telephone support to the people who have completed the Advanced User Technical Training and who are individually identified by Licensee.
5. Licensed Software: Pictometry International Corp. shall supply one copy of the Pictometry Electronic Field Study (EFS) software, latest version, on the Storage Media supplied as specified herein. Licensee and Authorized Users may download updated versions of the Licensed Software free of charge for a period of two years from the date of shipping, along with a copy of the updates documentation.
6. Annual License Fee of Seventy-one thousand and ninety-two Dollars and fifty-cents (\$71,092.50)
- This is the Annual License Fee for the Licensed Images, Licensed Software, Licensed Documentation and support.
 - The initial duration of the License is two (2) years of the above Annual License Fee.
 - At the end of this two (2) year term, Licensee is granted a Perpetual License for all Licensed Images and Licensed Software at no additional cost.
 - At the end of the License Term, Support and Upgrades for Licensed Software shall be continued by:
 - o Entering into a new license for new images, or
 - o Paying an annual Support and Maintenance Fee of 5% of the Annual License Fee shown above.
 - Pictometry Economic Alliance Partnership (EAP) - Licensee shall be eligible for the Pictometry Economic Alliance Partnership as outlined on Schedule 5.
 - The annual cost of the images is fixed for a period of one (1) year from the date of this License Agreement.
7. Storage Media: Delivery media will be a 900 GB storage purchased from Pictometry at a cost of \$710.00. Licensee will make available on Licensee Server enough disk storage space to accommodate the Licensed Products. This is estimated to be 100GB in a NTFS file system (size may vary in other file systems). Licensee will also provide a 100 Mbps network link to the server. On delivery, the Licensed Images and Licensed Software shall be copied to the Licensee server via the network connection.
8. Total Cost: The Total Cost of this License Agreement is One hundred and forty-five thousand nine hundred and ninety Dollars (\$145,990.00) broken down as follows:

First Year

Annual License Fee	\$71,092.50
Delivery Media	\$710.00
Proc WS Fee (1 servers)	\$ 595.00
ES11 Fee (Unlimited seats in 1 P&AF)	\$5,000.00
P&AF Cost	\$8,000.00
Library Compression	\$2,500.00
First Year Total	\$74,997.50

<u>Second Year</u>	
Annual License Fee	\$71,092.50
Second Year Total	\$71,092.50

10. Taxes: All License Fees or other prices listed in this Agreement are exclusive of Federal, State and Local taxes. Licensee will be responsible for any taxes due under this License Agreement, including sales tax, unless a tax exemption certificate is submitted to Pictometry.
11. Payment: The Licensee shall remit to Pictometry International, Corp. twenty five percent (25%) of the First Year Total Fee upon the completion of the flight and the balance of the First Year Total Fee within 30 days of shipment of all Licensed Software and Images, as specified in this Schedule A. All shipping costs by Pictometry International Corp. shall be coordinated with the Licensee. Payment of the Second Year Total Fee shall be due on the one-year anniversary of the shipping date. It is understood that the payment schedule is for the convenience of the Licensee. All monies are considered earned upon shipment of the images. Any fees past due for 30 days shall be charged a late fee of 1.5% per month.

Payment Breakdown

Down payment due upon completion of flight = \$21,578.13
 Amount Due on Image Library Shipment = \$53,319.37
 Amount due on one-year anniversary of Shipment = \$71,092.50

12. Delivery Schedule: The image capture process and the delivery date may be affected by weather conditions or aircraft availability. Licensee will accept delivery within thirty (30) days of notification by Pictometry.
13. Recommended Minimum System Requirements for Electronic Field Study: A Pentium II with a 450 MHz processor, 256MB memory (minimum 512MB+ recommended), Windows 2000/XP, a video card with 4 MB memory capable of 1024 x 768 resolution, display color of 24bit or higher, 100MB NIC and 50MB free disk space for software.
14. Training and Support Services: Additional training and support services are available to licensees at the then prevailing prices.

OCONEE COUNTY, SOUTH CAROLINA
BUDGET YEAR 2010-2011
PROPOSED BUDGET CALENDAR

Budget Meeting with Departments	2/3/10 Department Head Meeting
Budget Requests due to Finance	3/3/10
Meetings with Departments	To be scheduled
1 st Reading of Ordinance	4/6/10 Council Meeting
Budget Workshop	4/10/10 Committee Meeting 9-3
Budget Workshop	4/17/10 Committee Meeting 9-3
Budget Workshop	4/27/10 Committee Meeting 6-9
2 nd Reading of Ordinance	5/4/10 Council Meeting
Public Hearing	5/25/10 Special Council Meeting
Budget Workshop	5/27/10 Committee Meeting 6-9
3 rd Reading of Ordinance	6/1/10 Council Meeting



Boards & Commissions

	Meeting Date to Appear	OPEN SEAT	Wayne McCall	Mario Suarez	Joel Thrift	Reg Dexter	Delegation Office	Other
Aeronautics Commission	February 2010	District I Paul Mack	District II Dan Suddeth	District III Thomas Luke	District IV Wayne Rholetter	District V Fred Golden	At Large: Vacant	
Anderson-Oconee Behavioral Health Services Commission	May 2011	2011: Harold Alley, Wanda Long, Joan Black, Jere DuBois, Fred Hamilton, Billie Welsh, Robert Blasingame					At Large: 2011: Jerry Begwell & 2013: Bess Ciupak	
Arts & Historical Commission	March 2011	Rick Betha	Luther Lyfa	Al Robinson	Barbara Waters	Henry Richardson	Board Full	
Assessment Appeals Board of		N/A	N/A	N/A	N/A	N/A	Board Full	
ATAX Committee	June 2010	District by Industry	Billie J. Grimes	Gerl McSwain	Gerald Foster, Glen Abbot	2010:	2011: Joanne Blake, Barbara Laughter, Doyle Burton	
Building Codes Appeal Board	January 2011	Roger Mize	Neal Workman	Sam Shaw	Vinson Smith	Forrest Fuller		
Disabilities & Special Needs, Board of		N/A	N/A	N/A	N/A	N/A	Board Full	
Economic Development Commission	November 2010	Kim Alexander	Harold Gibson	Hank Field	Sam Dickson	2010: OPEN		
Emergency Services Commission	February 2011	Tom Stuliz	Jess Nevell	Nate Carter	Nick Williams	2014: Ronnie Williams		
Firemen's Insurance & Inspection Fund Board	August 2011	2009: Larry Harden, Dewitt Mize, Chris Smith, Richard Timms, Charles Booby Williams						
Infrastructure Advisory Commission **	January 2010	County Council Chairman + Council Appoints: Economic Development Director/John Alexander, Planning Director/Art Holbrooks and Administrator/Dale Surratt [FY: county attorney attended in an advisory role]						
Kisnoe Fire Tax District Commission		All Members elected to 4-yr term in November General Election / 2 in 2008, 3 in 2010, etc.						
Library Board	March 2013	2013: R. Daniel Day, John Adams, Frank Montague, Joey Galvin, Biff Kennedy, Vicki Miller, Paul Johnson, Carol Baumgartner, P. Ellis Hughes						
Parks, Recreation & Tourism Commission	October 2010	2010: Erin Mckergow	2012: Dwight Addis	2010: Wayne Frady	2010: Mildred Spearman	2010: John Carter	2010: Bettina George	
Planning Commission	February 2011	Andrea Heller	Howard Moore	Bill Ewalt	Tommy Abbott	Ryan Honea	2010: Rex Ramsay 2012: Randy Abbott	
SIC ACOG Board	January 2012	2012: Bob Winchester / Citizen Representative & Reg Dexter / Council Representative						
Scenic Highway Committee		Council will no longer appoint - Oconee Joint Regional Sewer Authority [OJRSA]						
Sewer Commission		Inactive Board w/o members - may appoint in future if needed.						
Water Board	N/A							
Worklink Board	Industry - District							
Zoning Board of Appeals	January 2012	Gary Winters	Sammy Lee	Gary Littlefield	Mike Willimon	Eric Molin	At Large: 2012: Berry Nichols & Paul Rackert	
		** Infrastructure Advisory Commission members serve until replaced		SEATS-APPOINTED BY INDUSTRY NOT DISTRICT		PAST DUE APPOINTMENT		
				SEATS CO-TERMINUS W/ COUNCIL SEATS		OPEN SEAT for this current year.		

Board / Commission Appointment for February 2, 2010

Economic Development Commission:

The Commission is recommending Mr. Dick Glymph who has served on the Commission in the past and wants to serve again.

Mr. Gene Blair has also completed a Questionnaire stating interest in serving on this Commission.

Aeronautics Commission:

The Commission is recommending Mr. Dan Schdeidt

Mr. Gene Blair has also completed a Questionnaire stating interest in serving on this Commission.

Mr. Marion Lyles contacted the Clerk to Council stating an interest in serving on this Commission.

Library Board:

The Board is recommending Mr. Lee Barrett

There are no Questionnaire's in the Clerk's office stating interest in this Board for consideration.

**OONEE COUNTY REGIONAL AIRPORT**

January 13, 2010

Mr. Reg Dexter, Chairman
Oconee County Council
415 S. Pine St.
Walhalla, SC 29681

RE: Aeronautics Commission Position Vacancy

Dear Chairman Dexter:

As you are likely aware, a vacancy on the Oconee County Aeronautics Commission was created when Mr. Bob Edwards of West Union, SC decided to not seek reappointment for his expired term. Mr. Edwards filed the "at-large" seat on the Commission. After Mr. Edwards gave notice, members of the Aeronautics Commission began recruiting a replacement member.

The Commission communicated notice to the general aviation community to anyone interested in the vacancy. Members of the Commission interviewed six individuals and found all of them qualified to serve.

The best qualified is Mr. Dan Schmeidl of Westminster, SC. Mr. Schmeidl clearly understands the economic impact and value of the Oconee County Regional Airport and recognizes the overall importance the airport plays in the economic development of Oconee County. Dan is employed by Clemson University as an Information Technology Program Manager. He has valuable operational experience in government and political environments. He serves on several important committees for Clemson University including taskforce operations, budgeting and cost savings. His appointment will bring much needed talent and enthusiasm to the Commission. Dan is a FAA certified Flight Instructor with extensive knowledge and experience in aviation regulations and requirements.

The commission enthusiastically recommends Mr. Schmeidl to fill the at large vacancy on the Oconee County Aeronautics Commission. Please call me if I may provide additional information regarding the appointment.

Respectfully,

Tom Luke, Chairman
Oconee County Aeronautics Commission

161 AIRPORT ROAD, SENECA, SC 29678
(864) 882-2939 • FAX: (864) 888-4903



QUESTIONNAIRE FOR BOARD / COMMISSION

PLEASE PRINT

[For all yes/no questions please circle appropriate answer.]

Name of Board / Commission to which you wish to be appointed / reappointed:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Agriculture Commission | <input type="checkbox"/> Anderson Oconee Behavioral Health Services Commission |
| <input type="checkbox"/> Arts & Historical Commission | <input checked="" type="checkbox"/> Board of Assessment Appeals |
| <input type="checkbox"/> ATAX Commission | <input type="checkbox"/> Building Codes Appeal Board |
| <input checked="" type="checkbox"/> Economic Development Commission | <input checked="" type="checkbox"/> Emergency Services Commission |
| <input type="checkbox"/> Infrastructure Advisory Commission | <input type="checkbox"/> Library Board |
| <input checked="" type="checkbox"/> Parks, Recreation & Tourism Commission | <input checked="" type="checkbox"/> Planning Commission |
| <input checked="" type="checkbox"/> Board of Zoning Appeals | |

Name: GENE BLAIR
[First] [Middle/Maiden] [Last]

Home Address: 417 S FOXGLOVE RD WESTMINSTER, SC 29693 (CHICKASAW HT)

Home Phone: 972-3870 Work Phone: _____ Cell Phone: 678 614-7965

Email Address: GB121744@YAHOO.COM

Legal Resident of Oconee County? Yes No County Council District # 1 2 3 4 5
Would you be interested affirmatively if positions were available? YES NO

Occupation: RETIRED Present Employer: _____

Employer's Address: _____

Please indicate which best describes the level of education you last completed:
 Some High School High School Graduate/GED Some College College Graduate
 Professional Degree [please specify]: _____

Do you currently serve on any other state, county, city or community boards or commissions? Yes No
If yes, please list below: _____

Do you have any interest in any business that has, is, or will do business with the County of Oconee? Yes No
If yes, please list below: _____

Do you have any potential conflict of interest or reason to routinely abstain from a vote for this board / commission? Yes No
If yes, please list below: _____

Are you currently serving as an appointed or elected official in any other jurisdiction? Yes No
If yes, please list below: _____

Summary of Qualifications or Experience that you feel would be beneficial to this board / commission:
39 YRS W/ 18M IN EXEC. MGMT POSITIONS INCLUDING HR DIRECTOR,
MKTG DIRECTOR, EDUCATION MGR., 3 YRS ON POA BOD AT CHICKASAW,
RETIRED PROF., HEADLINE INVOLVED W/ VARIOUS COMMUNITY GRPS, etc.

[Please return completed form to Clerk to Council, 415 S. Pine Street, Walhalla, SC 29691]



OCCONEE COUNTY PUBLIC LIBRARY

501 South Broad Street
Walhalla, SC 29691
(864) 638-4133 phone
(864) 638-5132 fax
www.ocplibrary.org

January 19, 2010

Elizabeth G. Hulse
Clerk to County Council
Oconee County Administrative Offices
415 South Pine Street
Walhalla, SC 29691

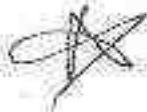
Dear Ms. Hulse:

The Library Board would like to recommend that the County Council appoint Mr. Lee Barrett of Westminster to fill the current vacancy on the Library Board. He is an avid user of the library. Mr. Barrett is well-known and highly respected in Westminster, and everyone I have talked to thinks he will make enthusiastic and meaningful contributions to the Library Board and thereby to Oconee County. He has submitted his application to your office. Could you please schedule the consideration of this matter at the next meeting of the County Council?

Thank you.

A handwritten signature in black ink, appearing to read 'W.J. Kennedy', is written over a faint, larger version of the same signature.

W.J. Kennedy, Ph.D., P.E.
Chair, Oconee County Library Board of Trustees
222 Squirrel Ridge Road
Seneca, SC 29672
864-882-1477



Review & Discussion regarding Plans for Joint Fire Station:

Mr. McCall asked Mr. Lake Julian and Mr. Danny Ard to step forward and address the Committee regarding issues related to the plans for the joint fire station with the City of Westminster.

Mr. Julian first discussed "alternatives" [page 5] from the J. Davis Cost Budget dated May 2009. Mr. Julian and Mr. Ard addressed several of the issues in some length.

It was the consensus of the committee that no additional items be added and no items be deducted from the cost budget.

Mr. Ard presented two plans for the Committee review [A101, Rev N and A101, Rev. I] and discussion. The committee reviewed aspects of both plans - discussion followed.

It was the consensus of the committee to recommend to full Council for final approval plan A101, Rev N.

Public Comment:

Mr. McCall opened the floor for Public Comment.

Mr. Berry Nichols addressed the Committee regarding several concerns to include: [1] DHEC permitting, [2] the bid process, [3] the inspection process for the building, [4] additional proposed road for access, and [5] questioning the firmness of the budget.

Ms. Susie Cornelius addressed the Committee regarding several concerns to include: [1] utilizing funding originally designated for Solid Waste and the burden to the tax payer [letter provided as backup to this point filed with these minutes], [2] location, [3] OMC ambulances in the station without a formal contract, and [4] Emergency Operation Plan/Duke name confusion.

New Business:

Ingress/Egress for the Joint Fire Station:

Mr. McCall asked Mr. David Smith, Westminster City Administrator, about ingress and egress. Both Mr. Smith and Chief Smith stated that this would be on Norris Street and they stated that no additional road will be constructed for the station.

Status regarding Use of Lights/Sirens upon Exit from the Joint Fire Station:

Mr. McCall questioned if an agreement had been made with local citizens to alter the lights/siren policy for this station. Chief Smith explained that lights are turned on while still in the fire station and that the siren will be turned on by the time the truck reaches the public street. He stated that if a citizen could hear the siren before at the intersection they will still hear the siren - no change. He also stated that no agreement has been made to alter their normal procedures.

